

The complaint

Mr and Mrs L are unhappy about the way AWP P&C S.A. handled a claim made under their travel insurance policy, after Mrs L was injured abroad and required emergency medical attention.

All reference to AWP includes the agents appointed to handle claims and complaints on its behalf.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. I'll focus on giving the reasons for my decision.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

AWP has a regulatory obligation to handle insurance claims fairly and promptly. And it mustn't unreasonably decline a claim.

The decision to decline the claim

I empathise with what happened to Mrs L abroad. I appreciate that she experienced significant injuries and required emergency treatment. And AWP's decision to not cover her medical costs will have financially impacted her and Mr L.

I'm sorry to disappoint them but for the reasons set out below, I'm satisfied that AWP has acted fairly and reasonably by declining the claim.

Subject to the remaining terms and conditions of the policy, it does provide cover for emergency medical treatment.

The policy also contains general exclusions, which includes an exclusion that the policy doesn't provide cover for any loss that results directly or indirectly:

13. As a result of your use of a two-wheeled motor vehicle (including a motorcycle or moped) unless:
 - a. as a passenger you wear a crash helmet and it is reasonable for you to believe that the driver holds a licence to drive the two-wheeled motor vehicle under the laws of the country in which the accident occurs; or
 - b. you are in the EU and as a rider you wear a crash helmet and you hold an appropriate UK licence which permits you to drive the capacity of the two wheeled motor vehicle and you comply with the licensing laws of the country in which the accident occurs.

AWP has ultimately relied on general exclusion 13a above as a reason to decline the claim. I think it's acted fairly and reasonably by doing so.

Mrs L was riding pillion and was a passenger on a motorbike at the time of the incident which resulted in her being injured. She says she was wearing a helmet and reasonably believed that the driver (Mr L) held a licence to drive the motorbike under the laws of the country they were visiting.

Mrs L says she assumed that Mr L had the necessary licence as "he is very organised like that", and he'd been allowed to hire the motorbike from the reception of the hotel where they were staying. Mrs L describes the hotel brand as reputable with many international hotels over numerous countries. So, she had no reason to assume that Mr L's UK's driving licence – which he provided – wasn't sufficient.

However, it isn't disputed that Mr L didn't have the type of licence he needed under the laws of the country they were visiting (an international driving permit), at the time the incident occurred – which is a requirement to legally drive a motorbike in the country they were in. I think it's reasonable to expect a policyholder and those insured under the policy to make sure they have the necessary legal documentation before renting a vehicle in another country.

The way the claim was handled

I'm satisfied AWP should've handled the claim better.

AWP initially declined the claim on the basis that that Mrs L was riding a motorbike outside of the EU. But Mrs L was a passenger, so that exclusion didn't apply to her circumstances. From the timeline provided by Mr and Mrs L, it wasn't until a further two weeks later that AWP said it was relying on section 13a of the general exclusions to decline the claim.

Mrs L had been chasing AWP for a response as she was being chased by the treating hospital for payment of medical costs. When Mrs L explained that she was wearing a helmet and believed the driver held an appropriate licence. Mr and Mrs L then didn't receive a reply for around a month, despite chasing for an update.

There were other delays and an email dated 25 July 2025, again says that as the accident happened outside of the EU, the claim wasn't covered, whilst also referring to sections 13a and 13b of the general exclusions, above.

So, I think this would've been confusing for Mr and Mrs L.

Mrs L was also put to the trouble of chasing AWP when it delayed answering her communications.

I'm satisfied that AWP should pay Mr and Mrs L £100 compensation to reflect the impact of its errors when handling the claim.

My final decision

I partially uphold this complaint to the extent set out above. I direct AWP P&C S.A. to pay Mr and Mrs L £100 compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs L to accept or reject my decision before 21 April 2026.

David Curtis-Johnson
Ombudsman